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# **AGREEMENT**

**BETWEEN THE**

**MANALAPAN-ENGLISHTOWN REGIONAL  
BOARD OF EDUCATION**

**AND THE**

**MANALAPAN-ENGLISHTOWN SUPPORT STAFF ASSOCIATION**

**JULY 1, 2008 TO JUNE 30, 2011**

DRAFT: 01-Feb-08  
FINAL:

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PREAMBLE

This Agreement is entered into this *6<sup>th</sup> day of February, 2008*, by and between the Board of Education of Manalapan-Englishtown Regional School District, the Township of Manalapan, the Borough of Englishtown, New Jersey, hereinafter called the "Board" and the Manalapan-Englishtown Support Staff Association, hereinafter called the "Union." This Agreement represents the complete and final understanding on all the bargainable issues between the Board and the Union.

ARTICLE I

RECOGNITION

1. The Board of Education hereby recognizes the Union as the exclusive bargaining agent certified by the Public Employment Relations Commission, for the purpose of collective negotiations with respect to terms and conditions of employment for

Included:

full-time maintenance and custodial employees, and permanent part-time maintenance and custodial employees

Excluded:

- a. All other employees represented by other employee representatives
  - b. Professional
  - c. Managerial executive (including unit managers)
  - d. Craftsmen
  - e. Police
  - f. Confidential employees
  - g. Supervisors within the meaning of the Act
  - h. Substitute employees
  - i. Temporary employees
  - j. Summer employees
2. The term "craftsmen" is not to be construed to include maintenance men, whether or not they are holders of a "Black Seal License."

## **ARTICLE II**

### **LICENSES**

1. The Board reserves the right to require employees to enroll in a training course preparing for examination for required licenses.
2. The Superintendent or his/her designee shall arrange the employee's work schedule so as to permit him/her to attend the license course.
3. When the Board requires an employee to obtain a specific license the Board shall defray the expenses involving the initial course registration, examination fees and license. The Board shall also compensate the employee for mileage expenses at the prescribed rate.
4. The Board shall annually defray the cost of the renewal of the license.
5. Employees hired on or after July 1, 1990, either custodial or maintenance, shall within twenty-four (24) months obtain a Black Seal License or be subject to termination regardless of their ability to perform within their job description.

## **ARTICLE III**

### **MANAGEMENT RIGHTS**

1. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States, including but without limiting the generality of the foregoing, the following rights:
  - a. To the executive management and administrative control of the Manalapan-Englishtown Regional School District and its properties and facilities and the activities of its employees;
  - b. To hire all employees and subject to the provisions of law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees;
  - c. To suspend, demote, discharge or take other disciplinary action for good and just cause according to law;
  - d. To relieve employees from duties because of insufficient enrollment;
  - e. To take whatever actions may be necessary to carry out the program and objectives of the Board in situations of emergency;

- f. To establish, modify, change or abandon operating methods to assure efficient and economical operations or to subcontract same, subject to applicable laws and regulations;
  - g. To determine work schedules and hours, duties, responsibilities and assignments of employees.
- 2. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of New Jersey and of the United States.
  - 3. Nothing contained herein shall be construed to deny or restrict the Board with respect to its powers, rights, authority, duties and responsibilities under R.S. 18A-11, R.S. 40 or 40A, or any other national, state, county or local laws or ordinances.
  - 4. The Board will negotiate with the Union prior to any subcontracting of unit work that would lead to the elimination of positions or changes in working conditions.
  - 5. The Board acknowledges that all employees are entitled to the protection offered by NJSA 18A:16-6.1, to wit. Should any criminal action be instituted against any such person for any such act or omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
  - 6. The Board acknowledges it's obligations pursuant to NJSA 18A:16-6, to wit: Whenever any civil action has been or shall be brought against any person holding any office position or employment under the jurisdiction of any Board of Education, including any student teacher or person assigned to other professional pre-teaching field experience, for any act or omission arising out of and in the course of the performance of the duties of such office, position, employment or student teaching or other assignment to professional field experience, the Board shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.

#### **ARTICLE IV**

##### **DUES CHECK-OFF**

1. The Board agrees to deduct from the salaries of employees who authorize the Board to do so on a properly executed dues deduction authorization card, their monthly Union Dues and initiation fees. Such deductions shall be made monthly by the Board from each semi-monthly paycheck paid to each employee during the month. The Board shall transmit the amount so collected monthly within ten (10) days after the deduction is made to the New Jersey Education Association, care of the local President.
2. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon payroll deduction authorization cards submitted by individuals or the Union to the Board.

#### **ARTICLE V**

##### **NON-DISCRIMINATION**

The parties agree to follow policy of not discriminating against any employee on the basis of race, color, creed, sex, age, national origin, religion, political affiliation, marital status, membership participation in or association with the activities of any employee or organization, non applicable handicap, affectional or sexual orientation, or liability for service in the Armed Forces of the United States.

#### **ARTICLE VI**

##### **SENIORITY**

1. Seniority for the purpose of this Article shall be based upon an employee's continuous length of service with the Board, from the last date of hire.
2. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by their birthday, the older employee having greater seniority.
3. An employee's seniority shall cease and employment status shall terminate for any of the following reasons:
  - a. Resignation or retirement.
  - b. Discharge for cause.

- c. Continuous layoff for a period exceeding six (6) months.
- d. Failure of laid-off employees to report for work either: 1) on the date specified in written notice of recall mailed seven (7) or more calendar days prior to such dates; or, 2) within three (3) working days after date specified in written notice of recall mailed less than seven (7) calendar days prior to such date, unless the employee has a justifiable excuse for his failure to return to work as provided herein. The Board shall give careful consideration to an employee's reasons, which may have caused a delay in his return to work. Written notice of recall to work shall be sent by the Board by certified mail, return receipt requested, to the employee's last known address, as shown on the Board's personnel records.
- e. Failure to report to work for a period of three (3) consecutive scheduled working days without notification of a justifiable excuse for such absence.
- f. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal, thereof, unless return to work is excused by the Board. The Board will not arbitrarily deny a reasonable excuse.

## **ARTICLE VII**

### **PROBATIONARY EMPLOYEES**

All employees shall be considered as probationary employees the first one hundred twenty (120) calendar days of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board, without recourse to the provisions of the grievance procedure of this Agreement. Upon completion of such probationary period, their seniority will be dated as of the date of commencement of their employment. There shall be no retroactive application of insurance benefits once eligibility is acquired.

Once the aforesaid eligibility requirement is met by a part-time employee, said employee who works four (4) or more hours per day will continue to be eligible for insurance benefits while covered by this Agreement.

## **ARTICLE VIII**

### **REDUCTION IN FORCE**

Should the Board determine that a reduction-in-force is required for the efficient operation of the School District employees shall be laid off from their jobs in the following manner:

- 1. The employee with the least seniority in the job classification where the layoff is necessary shall be the first employee laid off in the job affected. Such employee shall have the right to exercise

seniority over any other employee with less seniority in a job classification, if the laid-off employee has the skill and qualifications to satisfactorily perform the duties and responsibilities of the position, provided that said employee cannot exercise seniority to displace any employee in a higher paid job classification.

2. In the rehiring, the same principle shall apply: namely, the last qualified person separated shall be the first to be rehired.
3. The above shall also apply to reductions in an individual's weekly work schedule.
4. All current employees who are subject to RIF or "lay off" will be hired back, as per Articles VI and VIII, at the employee's current base salary plus increase at the time of RIF or "lay off."

## **ARTICLE IX**

### **POSTING, PROMOTIONS, AND VACANCIES**

1. All promotions shall be on a probationary basis for sixty (60) workdays. During that period, the employee may be returned to his/her former position at the sole discretion of the Board, without recourse to the provisions of the grievance procedure of this Agreement.
2. All vacancies which the Board intends to fill shall be posted on bulletin boards in conspicuous areas of common access to all employees for five (5) workdays prior to being filled on a permanent basis. A copy of all postings shall be given to the Association Senior Representative.
3. Persons unavailable to bid at the time of posting due to authorized absence of two (2) weeks or less shall be given five (5) days to bid upon return to work; however, persons on authorized leave of absence for more than two (2) weeks shall be mailed a notice of the posting and respond within five (5) days of the mailing date of the notice.
4. In filling permanent job vacancies within the bargaining unit the Board will first attempt to fill such vacancies by promoting the senior employees from the next lower rated job title which employees have the requisite qualifications and ability to perform the work. Where two (2) or more employees possess the requisite qualifications and ability to perform the work, the employee with the greatest seniority in the bargaining unit will be promoted. Promotional positions are defined as positions that have a higher base salary exclusive of stipends.

## **ARTICLE X**

### **TRANSFERS**

1. When a job vacancy occurs, employees in that category who desire to transfer to another work shift or to another school and who have filed a written request to transfer into the vacant position with their Supervisor and the Human Resources Department, will be considered for such transfer. When considering such written requests for transfer from more than one (1) employee, selection, if made, will be on the basis of qualifications and ability to perform the work. Where qualifications and ability are equal, the most senior employee shall be given preference. Once such a transfer has been granted, or a transfer offered and refused, the employee applying therefore or refusing, shall be ineligible for further transfer for a period of one (1) year. Nothing herein shall be construed to limit the right of the Board to transfer employees as the needs of the school system require.
2. In the event of the elimination of a job resulting in an involuntary transfer or a transfer to another building or a change in working hours other than on a temporary basis the Board agrees to consider all volunteers for said assignment prior to a decision being rendered.

## **ARTICLE XI**

### **WORKING CONDITIONS**

1. For maintenance, custodial and grounds employees eight (8) consecutive (except for lunch) hours shall constitute one (1) workday; forty (40) hours shall constitute one (1) work week. Holidays and paid sick days shall count in the computation of the forty (40) hours. For overtime computation purposes only, the work week shall begin at 12:01 a.m. Monday. Work shifts that are not Monday through Friday will include the afternoon shift on weekdays and the day shift on weekends.
  - a. All work weeks shall consist of five (5) consecutive days.
  - b. Employees with a Tuesday through Saturday work schedule will be eligible for the Night Differential (Article XXVI.2.c.) for all five work days. Employees on the Tuesday through Saturday schedule will work eight (8) hours, including lunch, on Saturday and must remain in the building for all eight hours.
  - c. The days on which an employee is scheduled to work (i.e. Monday through Friday, Tuesday through Saturday) will not be changed on less than two weeks' notice.
  - d. All job openings will be posted in accordance with Article IX. Involuntary assignment to work schedules that do not begin on Monday will only be made when no qualified volunteers are available. Involuntary assignment to work schedules that begin on Tuesday will be made on the basis of seniority, skill and qualifications.

- e. The Tuesday through Saturday schedule will be in effect from September 1 through June 30 and employees on this schedule will be assigned Monday through Friday in July and August.
- f. Employees assigned to the Tuesday through Saturday shift will normally be scheduled for a minimum of nine (9) hours off between the Friday and Saturday work schedules.

### Overtime

- 2. All work performed in excess of eight (8) hours per day shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.
- 3. All work performed on the sixth work day on any work week in excess of forty (40) hours per week shall be compensated for at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay.

Employees who work overtime due to an activity in the school building and are restricted to remaining at the school facility will be paid for their one-half hour (1/2 hour) lunch period.

- 4. All work performed on Sunday in excess of forty (40) hours per week shall be compensated for at the rate of two (2) times the employee's regular hourly rate of pay.
- 5. All work performed on holidays when the schools are closed, in excess of forty (40) hours per week, shall be compensated for at the rate of two (2) times the employee's regular hourly rate of pay in addition to the holiday pay.
- 6. All monies due for overtime shall be paid in accordance with the payroll system in place at the time the overtime work occurs. Payment will be made not later than the month following the month in which the overtime occurred.
- 7.
  - a. Employees shall be expected to work a reasonable amount of overtime, upon reasonable notice, provided the Board shall accept a reasonable excuse for non-availability. Overtime shall be distributed by rotational seniority roster within the school or within the classification. Initial placement on the rotational seniority roster within a building shall be based on district-wide seniority. Custodians who normally do not have a specific building assignment (floaters) will be assigned to a school for rotational overtime purposes.
  - b. Rotational overtime within each building shall start with the most senior employee and proceed to each less senior employee until all employees have been contacted. The rotation will start again with the most senior and proceed accordingly. Any refusal of overtime shall be noted on the rotation schedule and said employee shall forfeit any right to reclaim said overtime. A refusal of overtime allows the rotation to continue and shall be noted on a conspicuously posted schedule in an area known to all custodians.

- c. When all employees within a building refuse overtime the Board shall have the right to assign the overtime work. Involuntary overtime assignments shall be made in accordance with the rotational seniority roster and the employee selected shall be the employee or employees who were first offered the overtime. As an alternative to involuntarily assigning the employee or employees who were first offered the overtime the Board may, at its option, select the employee(s) to work the overtime in the following order:
    - (1) A custodian from another building;
    - (2) A groundskeeper;
    - (3) The storekeeper or driver;
    - (4) A maintenance employee.
  - d.
    - 1. An overtime list will be posted for a six (6) month period for outside building overtime. Employees may indicate a willingness to accept or decline overtime assignments for the six (6) month period. The employee shall provide such notice in writing.
    - 2. Employees who indicate a willingness to accept overtime but who refuse overtime on three (3) consecutive occasions shall be dropped from the overtime list for the remainder of the six (6) month period.
  - e. The Custodial Maintenance and Grounds Supervisors shall maintain the overtime rosters.
- 8. With respect to eight (8) hour employees the hourly rate of pay shall be computed to 1/2080 of the employee's annual base salary as shown on the attached roster and shall not include any additional stipends, premium pay, overtime pay or shift differentials.
  - 9. If an employee has completed his shift, leaves the premises and is called back to the school, he shall be guaranteed a minimum of two (2) hours' work at the applicable rate. This shall not apply, however, when the employee is called in for work prior to his regular shift and is scheduled to work up to his regular shift.
  - 10. The provisions of this Article are intended only to provide a basis for determining the number of hours of work for which an employee shall be entitled to be paid at overtime rates and shall not be construed as a guarantee to such employee of any specified number of hours of work either per day or per week, or as limiting the right of the Board to determine and fix work schedules and to require such employee to work any specified number of hours either per day or per week.

#### Annual Physical

- 11. All employees will be required to receive an annual physical examination as prescribed by State Law and Board Policy.

12. In the event an employee does not wish an examination, test, or x-ray as prescribed in the Board Policy by the school physician or other designated party, the employee at their own cost, will have the requirements certified by a duly licensed physician to the Board.
13. Employees will notify the Board's Central Administrative Offices, or other offices as directed, as promptly as possible, and in the case of night shift employees at least four (4) hours prior to scheduled reporting time, of an intended absence which has not been approved by the immediate supervisor or Director of Physical Plant or the Director's designee.
14. The Board will provide protective clothing for maintenance personnel, i.e., boots and/or coveralls as may be required for "dirty" jobs.
15. Employees will be required to attend training sessions each year without compensation. The training shall be provided within the district. The training may be spread over four (4) days. The training will be at a time that is adjacent to the employee's work shift. The training schedule shall be:

New Employees	maximum six hours plus orientation
Other Employees	maximum four meetings not to exceed a maximum total of five hours.
16. Employees will be required to wear appropriate OSHA approved safety shoes. On July 1<sup>st</sup> following six (6) continuous months of employment each employee shall either be issued a pair of approved work shoes or a voucher for same.
17. The workday for employees who do not commute in district supplied vehicles will begin and end in the designated parking area(s). The work day for employees who commute in district supplied vehicles will begin and end at work locations designated by the supervisor.

## ARTICLE XII

### TEMPORARY TRANSFER

- A. When the Board considers it necessary to temporarily transfer an employee to a higher, parallel, or lower-rated job in order to meet operating needs, employees with the least job classification seniority within the affected job classification shall be transferred first. It is understood, however, that the Board may bypass the seniority principle when qualifications become a factor. Temporary transfers will not normally exceed sixty (60) consecutive workdays. When an employee is temporarily transferred to a higher-rated job, he shall receive the higher rate of pay after one day on the higher-rated job. When an employee is temporarily transferred to a lower-rated job, he shall retain his rate of pay prior to the transfer
- B. When an employee is temporarily promoted to a position outside the bargaining unit for periods in excess of fifteen consecutive work days the employee shall be paid for the work performed in the higher job classification at step one of the salary guide for the higher job classification. After the

fifteen consecutive work day period the higher pay shall be retroactive to the first work day in the higher job classification.

### ARTICLE XIII

#### SUSPENSION

1. In the event of conduct which in the opinion of the immediate supervisor warrants discharge, the employee shall be suspended for five (5) working days without pay with a recommendation for discharge. During the five (5) workday period the Superintendent of Schools or designee shall schedule a hearing at which the employee and a union representative shall have an opportunity to be present. Not later than the end of the five (5) workday period the Superintendent or designee shall decide whether to let the suspension stand at five (5) days without pay, extend the suspension, or convert the suspension to a discharge. If the decision is not acceptable to the employee, the employee shall have five (5) workdays from the date of the Superintendent's or designee's decision to refer the grievance in writing to Step 3 of the Grievance Procedure.
2. New employees shall be subject to dismissal for any cause whatsoever prior to the expiration of the one hundred twenty (120) calendar day probationary period. The discharge of an employee during the probationary period shall not be subject to the grievance procedure.
3. Employees shall not be disciplined without just cause.

### ARTICLE XIV

#### PERSONNEL FILES

1. An employee may make an appointment with the Human Resources Department before or after work hours to inspect material in his/her file, except that all pre-employment material shall be treated as confidential and shall not be made available to the employee. If requested, the employee shall be given a copy of the material which the employee is permitted to inspect. The employee shall sign the file copy to indicate receipt only.
2. The Board agrees that no derogatory information will be placed in an individual's file without the employee having the opportunity to see, initial, and reply to said information, with such reply to be placed in the personnel file. No anonymous derogatory information will be placed in such file.
3. The Board agrees to continue its policy of treating these personnel files confidentially.

## ARTICLE XV

### VACATION

1.
  - a. Effective July 1, 1998, new twelve (12) month employees shall accrue vacation days at the rate of one (1) day for each full calendar month worked from the date of hire until June 30. The maximum accrual shall be ten (10) days. Partial months of employment will not count toward vacation accrual.
  - b. Vacation accrued during the period of employment between the date of hire and June 30 may be taken in accordance with the provisions of Section 4. below after July 1.
  - c. Twelve-month employees who have completed one (1) full year of employment prior to June 30 of any year will receive two (2) weeks' vacation.
2. Vacation eligibility beyond two (2) weeks shall be as follows:
  - a. Employees who have completed four (4) full years of employment prior to June 30 of any year will receive three (3) weeks' vacation.
  - b. Employees who have completed seven (7) full years of employment prior to June 30 of any year will receive four (4) weeks' vacation.
3. The provisions of this Article do not apply to any ten (10) month employees covered by this Agreement.
4. Provided the Board has not designated a district-wide vacation period(s) in the school calendar, vacations may be taken with one (1) week prior notice and the approval of the Superintendent, Business Administrator or designee from the last day of school through the beginning of the last full week of August except for two (2) weeks which may be taken at the December or Spring Holiday Breaks. No more than two (2) custodians per school may be on vacation at the same time during the summer vacation periods unless the Board designates a district-wide summer vacation period. Conflicts shall be settled by seniority.
5. Employees who terminate their employment and who have not utilized vacation days to which they are otherwise entitled shall receive pay for such days.
6. Vacation days may not be carried over to succeeding school years with the exception of employees who are eligible for four (4) weeks' vacation who may be permitted to carry over up to five (5) vacation days to the succeeding school year for good cause.
7. The Superintendent or his/her designee may permit exceptions to the provisions of Section 4. and allow vacations to be taken at other times. The Superintendent's decision on permitting or not permitting vacations at times other than those specified in Section 4. shall not be grievable.

## ARTICLE XVI

### LEAVES

1. Leave of absence with pay for personal, legal, business, household or family matters which require absence during working hours will be allowed on the following basis:
  - a. With respect to regular full-time employees (employees who are normally scheduled to work eight (8) hours per day), up to three (3) days per year. For new employees, leave days will be prorated from the date of hire until the following June 30<sup>th</sup> if the date of hire is after July 1<sup>st</sup>.
  - b. With respect to part-time employees (employees who are normally scheduled to work less than eight (8) hours per day), up to three (3) days per year for a prorated number of hours determined by the number of hours they are normally scheduled to work per day. For example, a part-time ten(10) month employee who is normally scheduled to work four (4) hours per day will be allowed two (2) four-hour days per year.
  - c. Application for personal leave shall be made to the immediate supervisor on the form provided for such purpose at least one (1) week before taking such leave (except in the case of emergencies, where application shall be made as soon as possible after return to duty.
  - d. Personal leave days shall not be consecutive and shall not be taken at the beginning or end of an approved vacation period. Granting of the days of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent or designee.
  - e. In the case of critical illness in the immediate family (spouse, child, parent, and person permanently residing in the household) a regular full-time employee as defined in Section a. of this Article may be granted up to a maximum of five (5) days absence without loss of pay per year. Critical illness is defined as a serious health condition of the immediate family member. A physician's statement attesting to the serious health condition will be required to be completed at least five (5) days prior to the requested date of leave, when possible.
  - f. In the case of death in the immediate family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparents, grandchildren, and foster and step parents of the employee and persons residing in the household) employees shall be granted leave up to a maximum of seven (7) consecutive calendar days per occurrence without loss of pay. Proof of death may be required.
  - g. In the case of death of a relative other than in the immediate family, such leave shall be granted up to maximum of one (1) day for the purpose of attending the funeral.

- h. With respect to part-time employees as defined in b. of this Article, such employees may be granted up to a prorated maximum number of days absence without loss of pay based on the number of hours they are normally scheduled to work. For example, a part-time employee who is normally scheduled to work four (4) hours per day will be granted up to a maximum of five (5) four-hour days' absence without loss of pay.
- i. When any personal days are not used in one year they will be carried over as sick days the following year.

2. Jury Duty

Employees who are required to serve on jury duty will receive their full salary during the period of such service upon receipt of verification as to the amount received equal to the compensation paid to them for such jury duty.

3. The Board may grant leaves of absence, with or without pay, for good cause.

FLA or FMLA Leaves:

- 4. Employees taking leave pursuant to either the New Jersey Family Leave Act (FLA) or the Federal Family and Medical Leave Act (FMLA) will be required to fulfill all the requirements of the Act selected, including when appropriate, the inclusion of leave as noted:
  - 1. for personal illness, an employee will use all accumulated sick leave as part of FMLA leave.
  - 2. for illness of a family member, an employee will utilize critical illness days, then personal leave, as part of the FLA leave.

**ARTICLE XVII**

**SICK LEAVE**

- 1. The Board shall grant to regular full-time employees (employees who are normally scheduled to work eight (8) hours per day), ten (10) days of sick leave per year to each ten (10) month employee and twelve (12) days per year to each twelve (12) month employee. With respect to part-time employees, (employees normally scheduled to work less than eight (8) hours per day), the Board shall grant one (1) day of sick leave per month, prorated on the basis of the number of hours per day the employee is normally scheduled to work. For example, in the case of an employee normally scheduled to work four (4) hours per day, the Board shall grant four (4) hours of sick leave per month. Full-time employees who are employed for less than a full school year shall receive a prorated number of sick leave days proportional to the number of full months worked.

2. The number of unused days in any year shall accumulate from year to year without limit, as long as the employee's employment with the Board is continuous. A record of sick leave accumulation shall be issued to the employee at the end of the fiscal year. Termination of employment shall result in immediate cancellation of accumulated sick leave. Subsequent re-employment shall not reinstate any old sick leave accumulation, and the person re-employed shall begin anew his sick leave accumulation.
3. The purpose of sick leave benefits is to provide a relief in case of personal disability due to illness or injury. Any other use of sick leave allowance shall be a violation of the contract and shall subject the employee to disciplinary action. The Board may require a medical certificate from a duly licensed physician for verification of personal disability.

### **ARTICLE XVIII**

#### **SICK LEAVE BUY-BACK**

Employees shall be eligible to convert all accumulated sick leave to severance pay under the following conditions:

1. Employees who resign must have been employed for a minimum of five (5) consecutive years in the district. Employees who retire must have been employed for a minimum of three (3) consecutive years in the district. Retire means qualify for a PERS pension.
2. The severance pay shall be calculated on the basis of one-half (1/2) the number of accumulated sick leave days at the time of retirement/resignation times the per diem rate for a substitute in effect at the time of retirement.
3. The severance pay shall be paid by separate check within thirty (30) calendar days of retirement/resignation provided written notice of retirement is given by the end of the first work day in January prior to retirement for budgetary purposes. Notification after the end of the first work day in January will result in the severance pay being paid in the fiscal year following retirement.
4. The maximum severance pay shall be \$7,000.
5. Severance pay shall be paid out in two (2) equal installments. One-half (1/2) shall be paid pursuant to 3. above. The second one-half shall be paid one (1) calendar year later.

## ARTICLE XIX

### INSURANCE

1. The Board will provide medical, surgical, major-medical and out-patient insurances through the *School Employee Health Benefits Plan* (hereafter cited as "the Plan") as *effective April 1, 2008*.
2. The Board shall provide dental insurance coverage through the Delta Plan, Program 2B/Ortho 3. Effective February 1, 2002, the co-insurance on basic benefits shall increase from fifty percent (50%) to sixty percent (60%) and the employee's share shall reduce to forty percent (40%). Effective February 1, 2002, the maximum annual insurance payment shall increase to \$2,100 per person.
3. The Board will pay one hundred percent (100%) of the premium for each employee enrolled in the insurance programs specified in Sections 1. and 2. plus ninety percent (90%) of the premium cost for any dependents the employee elects to enroll in the insurance programs specified in Sections 1. and 2. (medical and dental). Effective January 1, 2001, or on the first day of the month that occurs thirty days after ratification employee contributions toward dependent insurance coverage may be made from pre-tax salary pursuant to Chapter 125 of the IRS Regulations.
4. All employees, except those who voluntarily waive coverage, shall be enrolled in the insurance programs listed in Sections 1. and 2.
5. Coverage under this Article is understood to be appropriate to each employee eligible and entitled to such coverage. It is further understood that such coverage shall be effective for each employee when the carrier(s) can so provide.
6. The Board will provide hospitalization, surgical, major medical coverage with full family benefits for all retirees with twenty-five (25) or more years of enrollment in PERS effective upon receipt of retirement or disability pension. Deferred retirements are not included. Such benefits will be governed by the State Health Benefits Program.
7. All employees shall be eligible for COBRA rights upon leaving the employ of the Board.
8. All regular full-time employees (employees who are normally scheduled to work eight (8) hours per day) covered by this Agreement are eligible for coverage under this Article. Such coverage shall be effective for each employee in accordance with the rules of the carrier(s).

Effective on the date that all bargaining units representing employees employed by the Manalapan-Englishtown Regional Board of Education agree, all new hires after that date will be required to work a minimum of twenty-five (25) hours per week to qualify for insurance benefits. This language does not become operational until such time as it is negotiated with all employee units.

9. AS LONG AS THE DISTRICT'S INSURANCE IS PROVIDED BY THE STATE HEALTH BENEFITS PROGRAM (SHBP) WHICH DOES NOT PERMIT POST-RETIREMENT BENEFITS ON LESS THAN TWENTY-FIVE (25) YEARS EMPLOYMENT, THE FOLLOWING PROVISION IS OF NO EFFECT. THE FOLLOWING WILL BE VIABLE AND VALID ONLY IF AND WHEN THE SHBP PERMITS IT OR IF THE CARRIER IS CHANGED AND PERMITS SAME.

Employees covered by this Agreement may maintain the insurance benefits described above on retirement subject to the conditions specified herein.

- a. Any employee hired prior to July 1, 1972, who retires after completing fifteen(15) years in the district, or any employee hired between July1, 1972, and June 30, 1980, who retires after completing twenty (20) years in the district shall be eligible for Board paid medical, surgical, major medical and out-patient insurance benefits after retirement. Employees hired after July 1, 1980, who retire after completing twenty (20) years in the district shall have the above insurance benefits paid by the Board for three (3) years after retirement or until age 65, whichever is sooner. Employees who retire after July 1, 1984, and do not qualify for any insurance benefits provided in this paragraph shall have the option to continue in the medical, surgical, major medical, and outpatient insurance program provided the employee pre-pays the monthly premium cost to the Board.

10. Workman's Compensation Insurance

- a. All employees covered by this Agreement will be included under the Board's Workman's Compensation Insurance Policies for accidents which are a direct result of their employment.
- b. All accidents must be immediately reported to a school nurse and/or in the case of severity, the police and first aid units will be called for immediate transportation to the hospital.
- c. If an employee is injured during the course of employment, absence required by such injury as certified by a duly licensed physician shall not be charged against the employee's accumulated sick leave during the period when the employee is receiving Workman's Compensation benefits.
- d. Employees receiving Workman's Compensation benefits may receive full pay, less any compensation benefits pursuant to the Worker's Compensation Statute. The compensation checks received by employees will be signed over to the Board when the employee is receiving full pay.
- e. The Board may require employees receiving Workman's Compensation benefits to be examined periodically by the school physician or any other physician designated by the Board. The Board will pay the cost of these Board required examinations

## ARTICLE XX

### HOLIDAYS

1. All full-time (8 hours per day) twelve-month custodial and maintenance employees will receive fourteen (14) holidays per year.
2. Should a holiday fall on a Sunday, the following Monday will serve as the holiday (in keeping with the practice prescribed by the State of New Jersey N.J.S.A. 36:1). Should a holiday fall on a Saturday, the previous Friday shall serve as the holiday.
3. Holidays listed below will be afforded on the day listed in the school calendar:

Independence Day	Labor Day
Thanksgiving Day	Christmas Day
Day after Thanksgiving	New Year's Day
Memorial Day	

4. The remaining seven (7) holidays (as listed below) shall be afforded on the day on which they occur if school is not in session. If school is in session, an alternate date shall be mutually scheduled by the Union and the Board within one (1) month of the establishment of the school calendar. Copies of the holiday schedule will be distributed to each employee at this time. These dates will be subject to change in the event of emergency school closings with a minimum of two (2) weeks; notice of the change to be given to the employees.

Columbus Day	Lincoln's Birthday
Veterans Day	Washington's Birthday
Christmas Eve	Good Friday
Martin Luther King Day	

5. All regular full-time (8 hours per day) custodial employees on a ten-month contract shall receive six (6) paid holidays per year. These holidays shall include:

Thanksgiving Day  
Day after Thanksgiving  
Christmas Day  
New Year's Day  
Memorial Day  
Labor Day

Custodial employees (employees who are normally scheduled to work less than eight (8) hours per day) shall receive prorated payment for each of the seven holidays on the basis of the number of hours for which they are regularly scheduled to work. For example, a part-time employee who is normally scheduled to work for four (4) hours per day shall receive four (4) hours' pay for each of the seven (7) holidays.

6. If school is not in session on any of the three (3) major Jewish Holy Days (either or both of the two days of Rosh Hashanah and one day of Yom Kippur), and if all other non-teaching personnel are given such days off as paid holidays, the custodial and maintenance employees be given such days off with pay.

## **ARTICLE XXI**

### **INCLEMENT WEATHER**

1. When schools are closed for inclement weather (snow, etc.) the custodians and maintenance personnel will report for duty to perform the task of placing the school system to normal operations. All personnel will be organized on a team basis to complete snow removal as efficiently as possible.
2. Upon completion of tasks to restore the school system to normal operation on a snow day, as determined by the Director of the Physical Plant, the employees will be permitted to depart without loss of pay.
3. In the event the custodians and maintenance personnel are required to remain at work beyond their regular eight (8) hour work day, they will be paid at time-and-one half for all work performed beyond restoring the school system to normal operation (e.g. snow removal).
4. When schools are closed because of inclement weather, the starting time for custodial and maintenance personnel shall be uniform throughout the District.
5. When schools are closed for inclement weather (snow, etc.) all custodians and maintenance personnel will report for duty to restore the school system to normal operation. Any custodian or maintenance worker who fails to report for such duty may be subject to disciplinary action.

## **ARTICLE XXII**

### **NO-STRIKE PLEDGE**

1. The Union covenants and agrees that during the term of this Contract neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of their employment), work stoppage, slowdown, walkout, picketing or other job action against the school district. The Union agrees that such action would constitute a material breach of this Agreement.
2. The Board covenants and agrees that during the term of this Contract there shall be no lockouts.

3. In the event of a strike, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any employee covered under the terms of this Contract shall be deemed grounds for termination of employment of such employee or employees.

### ARTICLE XXIII

#### GRIEVANCE PROCEDURE

1. Any disagreement arising out of the interpretation, application or alleged violation of the express terms of this Contract shall be deemed a grievance and shall be settled according to the following procedure.
2. An aggrieved person is the person making the claim.
3. A work day is defined as the days all support staff are working from Monday to Saturday.
4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a decision to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at the former step.
5. The Association, as representative of a group of employees may file grievances in accordance with the provisions of Level I.
6. A group of more than one employee in more than one school, shall commence with the Director of the Physical Plant.
7. A minority organization shall not present or process any grievance.
8. For a grievance to be processed under this procedure, the grievance must be initiated within thirty (30) calendar days of the impact on the individual employee or group of employees.
9. Nothing herein contained shall be construed as limiting the right of any employee having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted, provided that the adjustment is not inconsistent with the terms of this Agreement.

#### LEVEL I

1. The grievance shall be signed by the grievant(s) and the Association Grievance Chairperson and submitted to the immediate supervisor. The grievant(s) shall set forth his/her grievance in writing to the supervisor and the Association specifying:

- a. Date of the incident.
  - b. The nature of the incident or complaint.
  - c. The specific contract clauses involved.
  - d. The relief or adjustment sought.
2. Within five (5) work days after receiving the grievance, the immediate supervisor and the Director of the Physical Plant shall hold a hearing unless mutually agreed otherwise.
  3. Within two (2) work days of the hearing, the supervisor must communicate his/her decision in writing to the grievant(s). The grievant(s) may be represented at any discussion by a representative of the Association.

#### LEVEL II

1. The Association, no later than five (5) work days after the receipt of the immediate supervisor's decision, may appeal the supervisor's decision to the Business Administrator or his/her designee.
2. The Business Administrator or designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days.
3. The Business Administrator shall communicate his/her decision in writing to the employee, with a copy to the Association Grievance Chairperson and Association President.

#### LEVEL III

1. If the grievance is not resolved to the Association's satisfaction at Level II, no later than ten (10) work days after the decision, the Association may appeal the decision to the Superintendent of Schools.
2. The Superintendent shall review the grievance and render a decision in writing within ten (10) work days of receipt of the grievance. The decision shall be forwarded to the employee and to the Association.

#### LEVEL IV

1. If the grievance is not resolved to the Association's satisfaction at Level III, no later than five (5) work days of receipt of the Superintendent's decision, the Association may appeal the decision to the Board of Education.
2. The request shall be submitted in writing through the Superintendent of Schools or designee who shall attach all related papers and forward the request to the Board of Education.
3. The Board shall review the grievance and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

LEVEL V

1. Failing settlement in Step IV, the Association may within ten (10) workdays after receipt of the Board's written decision inform the Board in writing through the Superintendent of Schools or designee of its intention to arbitrate the dispute. The Association may request arbitration through the services of the American Arbitration Association. The decision of the arbitrator shall be binding on both parties. The costs incurred by the respective parties shall be borne by them.
2. It shall be the function of the arbitrator, and the arbitrator shall be empowered except as the powers are limited below, after due investigation, to make a decision in cases of the interpretation, application or violation of the specific articles and sections of this Agreement. The arbitrator shall have no power to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement. The arbitrator shall have no power to establish salary structures. The arbitrator shall have no power to rule on any claim or complaint for which there is another remedial procedure or course established by law or by regulation having the force of law, including any matter subject to the procedures specified in provisions of Title 18A, N.J. Statutes.
3. The arbitrator shall have no power to decide any question which, under this Agreement, is within the responsibility of the Board to decide. In rendering decisions, an arbitrator shall give due regard to the responsibility of the Board and shall so construe such responsibilities except as they may be specifically conditioned by this Agreement.
4. In the event that a case is appealed to any arbitrator on which he/she has no power to rule, it shall be referred back to the parties without decision or recommendations on its merits. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.

**ARTICLE XXIV**

**MODIFICATION**

1. It is the intent of the parties hereto that the provisions of this Agreement, which supersedes all prior agreements and understandings, oral or written, expressed or implied, between such parties, shall govern their entire relationship and shall be the sole source of any and all rights or claims which may be asserted in arbitration hereunder, or otherwise.
2. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto.
3. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

4. The provisions of this Agreement shall be conclusive as to all bargainable matters relating to wages, hours of work and working conditions, except that rates of pay for new classifications are bargainable. Therefore, the Board and the Association, for the lifetime of the Agreement, each agree that the other shall not be obligated to bargain collectively with respect to any subject matter referred to or governed by this Agreement, unless the Board and the Union mutually agree to alter, amend, supplement, enlarge, or modify any of its provisions.
5. In the event any of the conditions of this Agreement shall be or become invalid or unenforceable by reason of any federal or state law now existing or hereinafter enacted, or by reason of any court decision, such invalidity or unenforceability shall not affect the remainder of the provisions hereof.

## **ARTICLE XXV**

### **ASSOCIATION ACTIVITIES**

1. Accredited representatives of the Union may enter the school district's buildings or premises only at reasonable hours for the purpose of observing working conditions or assisting in the adjustments of grievances. When the Association requests to have its representative enter the district's facilities or premises, it will request such permission from the Superintendent of Schools or designee, and such permission will not be unreasonably withheld provided there is not interference with the normal operations of the business of the school or normal duties of the employees. There shall be no Association business transacted nor meetings held during employees' scheduled working hours. The Superintendent or designee may grant approval for meetings on Board property provided approval is obtained in advance, in accordance with existing Board Policy.
2. The Union will notify the Superintendent of Schools at the beginning of each school year, and as necessary thereafter, of the name of its designated grievance representative.
3. The Association shall be permitted to hold up to four (4) meetings per year on Board time as follows:
  - a. The meetings are to be held between 4:00 p.m. and 4:45 p.m.
  - b. Working employees will have fifteen (15) minutes travel time to/from the meeting.
  - c. One employee with a Black Seal License will remain on duty in each building at all times.
  - d. All work normally scheduled for that day is to be completed without overtime.
  - e. Failure to complete work as determined by the Director of Physical Plant will terminate the provisions of this clause.
  - f. One (1) week advance notice of the meeting date to the Board Secretary, and approval for use of a building will be required.

**ARTICLE XXVI**

**COMPENSATION**

1. **Wage Rate Increase for employees hired prior to July 1, 2008**

The base wage, excluding differentials and longevity, of each employee *hired prior to July 1, 2008*, shall be increased as follows:

July 1, 2008	4.30%
July 1, 2009	4.00%
July 1, 2010	4.00%

2. **New Salaries for employees hired after July 1, 2008**

*Employees hired on or after July 1, 2008 shall have their salaries set at the following levels during the term of this contract:*

		2008-2009	2009-2010	2010-2011	2011-2012
2006-2007	2007-2008				
37540	39094	\$ 39,206	\$40,775	\$42,406	44102
0805	42437	\$ 42,560	\$44,262	\$46,032	47873
47010	48899	\$ 49,031	\$50,994	\$53,032	55155

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3. **Wage Rate Differentials**

- Black Seal and other licenses  
as required by the Board of Education: \$ 500
  - Required electrical and plumbing licenses  
issued by the State of New Jersey. 1,500
  - Shift Differentials:  
Shifts beginning between 11 a.m. and 3 p.m. 300  
Shifts beginning between 3 p.m. or later 600
  - Heating/Cooling Stipend: 1,500
4. Stipends and shift differentials shall be included in the member's base salary. Hourly rates shall be calculated including stipends and shift differentials pursuant to law.
5. Maintenance workers who are required to possess a Black Seal License will continue to receive a stipend of five hundred dollars (\$500.00) per year in addition to the above salary figures. This stipend shall be incorporated into their annual wage and paid monthly.

6. All employees who are currently paid for holding a Black Seal License will continue to be paid for possessing the Black Seal License and this five hundred dollar (\$500.00) figure shall be included in the employee's annual base salary. From the effective date of this Contract forward, only those employees who are required to obtain a Black Seal License in accordance with the provisions of Article II of this Agreement shall be eligible for the Firemen's rate of pay and shall move from their current custodial salary to the appropriate annual salary rate for a fireman.

4. Longevity

Longevity becomes effective July 1<sup>st</sup> following the completion of the following years of continuous service. Approved leaves of absence do not break the continuity of service but time on unpaid leave does not count as time of service. The amounts are not accumulative.

Ten (10) years	\$100
Twelve (12) years	150
Fourteen (14) years	200

**ARTICLE XXVII**

**DURATION**

*This Agreement shall be in full force and effect as of July 1, 2008, and shall remain in effect to and including June 30, 2011.* This Agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, sixty (60) days prior to the expiration date of this Agreement of a desire to change, modify, or terminate this Agreement.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals at Englishtown, New Jersey on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

**MANALAPAN-ENGLISHTOWN  
SUPPORT STAFF ASSOCIATION**

**MANALAPAN-ENGLISHTOWN  
REGIONAL BOARD OF EDUCATION**

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date